

# For the Supply of Maintenance Support Services

## **AGREED TERMS**

### **1. AGREEMENT**

- 1.1 This agreement shall commence on the Commencement Date and shall remain in force, unless terminated earlier in accordance with clause 12, for the Initial Period. The Term of the agreement shall automatically be extended for a Renewal Period at the end of the Initial Period and at the end of each Renewal Period, unless a party gives written notice to the other party, not later than 90 days before the end of the Initial Period or the relevant Renewal Period, to terminate this agreement.

### **2. INTERPRETATION**

- 2.1 The definitions and rules of interpretation in this clause apply in this agreement.

Additional Services: any Emergency Maintenance and/or any Excluded Maintenance performed by the Supplier under this agreement.

Additional Services Fees: the fees payable in consideration of the provision of any Additional Services, which shall be calculated at the Additional Services Rates.

Additional Services Rates: the rates set out in the Schedule, as those rates are amended from time to time in accordance with the terms of this agreement.

Beyond Economical Repair: Equipment that:

- (a) is not repairable (heavily damaged and cannot be repaired);
- (b) has parts not available (from Supplier or third party supplier);
- (c) is beyond serviceable life (when a repair would not result in the reliable or safe operation of the Equipment due to degradation and age of casing or other components within the Equipment, or the cost of the repair/replacement is equivalent or greater than the value of the Equipment and the Equipment is 6 years old or more; and/or
- (d) has had repeated failure (Equipment has been repaired more than 3 times in a rolling 12 month period including incidents where the original fix has been accepted as complete).

Charges: the Maintenance Fees and the Additional Services Fees together.

Commencement Date: the date specified the Schedule.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Maintenance Services, who need to know the confidential information in question (Representatives) to the other party and that party's Representatives in connection with this agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Contact Details: the telephone number or email address more particularly set out in the Schedule.

Corrective Maintenance: means:

- (a) making any adjustments to the Equipment; and
- (b) replacing any parts or components of the Equipment, required to restore the Equipment to Good Working Order,

in accordance with clause 3.2.

Coverage Hours: the hours more particularly set out in the Schedule.

Equipment: the Customer's equipment upon which the Supplier shall perform Maintenance Services as specified in the Schedule

Excluded Causes: means:

- (a) a defect in the manufacturer's design of the Equipment;
- (b) faulty materials or workmanship in the manufacture of the Equipment;
- (c) use of the Equipment with computer equipment or materials not supplied or approved in writing by the Supplier;
- (d) any maintenance, alteration, modification or adjustment performed by persons other than the Supplier or its employees or agents unless approved by the Supplier in accordance with clause 6(g);
- (e) the Customer or a third party moving the Equipment;
- (f) the use of the Equipment in breach of any of the provisions of the agreement under which the Equipment was supplied;
- (g) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Equipment;
- (h) a failure or malfunction in the air conditioning or other environmental controls required for the normal operation of the Equipment, or an error or omission in the correct use of that air conditioning or other environmental controls by the Customer;
- (i) the neglect or misuse of the Equipment;
- (j) maintenance as a result of:
  - (a) the Customer's failure to comply with the environmental electrical or other conditions specified by the Supplier and/or the manufacture of the Equipment;
  - (b) damage resulting from failure or fluctuation of electrical power, air conditioning or humidity controls or of any attachments or associated equipment (whether supplied by Customer or not) which do not form part of the Equipment;
  - (c) damage resulting from accident, transportation or any neglect, misuse or default on the part of the

- Customer its employees or agents or any third party;
- (d) Act of God, fire, flood, war, act of vandalism or other similar occurrence;
  - (e) repair, replacement or removal of any consumable or expendable items including but not limited to any item deemed to be consumable by the manufacturer, re-chargeable batteries, media, print-heads, fuser units, ink bottles and ink, ribbons, paper, collection units/bottles, laser drums, toner cartridges, maintenance kits, ozone filters, developer kits, print shields, print wheels, ink cartridges, print bands, cathode ray tubes (outside of manufacturers life expectancy) and terminal/PC accessories such as: screen filters, mouse mats, holsters, monitor arms;
  - (i) (f) addition, modification or adjustment to the Equipment by any party other than Customer without the prior written consent of Customer
  - (ii) (g) Excessive use of any part of the Equipment such being in excess of the manufacturers specification;

## 2.2 The Maintenance Service shall not include:

- a) electrical work external to the Equipment or maintenance of accessories, attachments, machines or other devices not forming part of the Equipment;
- b) making specification changes or performing services connected with the relocation of the Equipment;
- c) on-call remedial maintenance outside the Coverage Hours;
- d) installation of engineering changes or performing services connected with the relocation of the Equipment;
- e) maintenance or support of software and/or operating system unless charged for and specified in the schedule;
- f) attendance other than at the site in respect of any item of Equipment;
- g) any inspection work or materials required to put Equipment to good operating condition;
- h) preventative maintenance;
- i) the training of the Customers staff;
- j) any requirement to carry out an annual or other test on the Equipment to satisfy statutory regulations or any repair necessitated as a result of a failure to satisfy such test, except where this deviates from the manufacturers specification;
- k) the supply of consumable items, as dictated by the manufacturer. These include but are not limited to: reconditioned toners, duplexing options, paper trays, sheet feeders, door hinges, scanner feed rollers, batteries, thermal wax, paper separation pads, fuser units, toners, ribbons, bulbs/lamps, developer, hammer modules/banks, cabling up to network card and external cabling issues, power leads, purge units, print heads, print bands, drum kit, EP and ink cartridges, maintenance kits and brushes.

Excluded Maintenance: any Maintenance Services required to restore any malfunctioning or failed

Equipment and any equipment not set out in the Schedule, to Good Working Order where the malfunction or failure results from or is caused by any of the Excluded Causes.

Emergency Maintenance: in accordance with clause 3.3 and clause 3.4.

- (a) making any adjustments to the Equipment; and
- (b) replacing any parts or components of the Equipment, required to restore the Equipment to Good Working Order,

Fault: an issue or issues with any Equipment which results in the Equipment malfunctioning, failing or otherwise not being in Good Working Order.

Fix Time: the applicable fix times as set out in the Schedule

Good Industry Practice: in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a reasonably skilled person engaged in the same type of undertaking under the same or similar circumstances.

Good Working Order: the Equipment operates in accordance with the Operating Manuals.

Technical Support Services: advice by telephone or email in relation to the operation of or possible Fault in the Equipment

- (a) upon request by the Customer the diagnosis of Fault in the Equipment and recommendations on how to resolve such Fault including where necessary reference to the original authors of the Equipment; and/or
- (b) remote support by modem or internet access in respect of the Equipment.

Initial Period: a period of 12 months commencing on the Commencement Date.

Location: the location or locations of the Equipment at the Customer's premises as specified in the Schedule, or any other location as may be agreed by the parties in writing from time to time.

Maintenance Services: Technical Support, Corrective Maintenance and Emergency Maintenance of the Equipment.

Operating Manuals: all operating manuals, specifications and other manufacturer documentation relating to the Equipment.

Renewal Period: each successive 12-month period after the Initial Period for which this agreement is renewed.

Response Time: the applicable response times as set out in the Schedule

Retainer: a fund provided by the Customer for the provision by the Supplier of Maintenance Services as more particularly set out in Schedule 2(ii).

Service Levels: the levels to which the Supplier must perform the Maintenance Services, as set out in the Schedule.

Service Procedure: as more particularly set out in the Schedule.

Standard Maintenance Fees: the fees payable by the Customer for the provision of Maintenance Services, as set out in the Schedule, as these fees are varied from time to time in accordance with the terms of this agreement.

Term: the Initial Period together with all Renewal Periods.

- 2.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

### 3. MAINTENANCE SERVICES

- 3.1 During the Term, the Supplier shall use commercially reasonable efforts to provide Technical Support Services to the Customer to resolve a Fault.

- 3.2 On the Customer informing the Supplier utilising the Contact Details that there is a Fault with the Equipment, the Supplier shall:

- (a) use commercially reasonable efforts to provide Technical Support Services to the Customer to resolve the Fault during Coverage Hours within the relevant Response Time;
- (b) use commercially reasonable efforts to attend at the Location during Coverage Hours within the relevant Response Time; and
- (c) use commercially reasonable efforts to perform Corrective Maintenance of the Equipment within the relevant Fix Time.

- 3.3 In the event that the Supplier is unable to resolve the Fault by means of Technical Support, the Supplier shall:

- (a) use commercially reasonable efforts to attend at the Location within the relevant Response Time; and
- (b) use commercially reasonable efforts to perform Emergency Maintenance of the Equipment within the relevant Fix Time.

- 3.4 Emergency Maintenance shall be charged at the Additional Services Rates for each of the Supplier's personnel reasonably required to attend the Location.

- 3.5 In performing the Maintenance Services, the Supplier shall use commercially reasonable efforts to restore any malfunctioning or failed Equipment to Good Working Order while in attendance at the Location. Where this is not reasonably practicable, the Supplier shall either arrange for a further visit to the Location within Normal Business Hours to complete the repair, or remove the Equipment or part of the Equipment for repair off-site.

- 3.6 When a call is logged by the Customer outside of the Coverage Hours, the Supplier is under no obligations to respond until the commencement of the Coverage Hours the next day. In the event the Supplier responds outside of the Coverage Hours, such response will be considered to be Emergency Maintenance and the Customer shall be charged accordingly.

### 4. SERVICE LEVELS

- 4.1 The Supplier shall perform the Maintenance Services in accordance with the Service Levels.

### 5. REPLACEMENTS AND SPARE PARTS

- 5.1 All spare parts and/or replacements provided by the Supplier to the Customer shall become part of the Equipment. All parts and components removed from the Equipment by the Supplier in the course of performing the Corrective Maintenance and/or the Additional Services

shall no longer constitute part of the Equipment and will be the property of the Supplier. The Customer will assign to the Supplier, with full title guarantee and free from all third-party rights, all parts and components removed from the Equipment by the Supplier in accordance with this clause 5.1. The Supplier recognises that the Customer may wish to retain faulty hard disk drives for data recovery or security reasons. Should the retention of such items result in additional costs to the Supplier, these charges will be payable by the Customer at the Supplier's or manufacturer's then current rate.

### 6. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) follow the Service Procedure;
- (b) ensure that the Equipment is installed and kept in suitable premises and under suitable conditions, as specified in the agreement under which the Equipment was supplied, permit only trained and competent personnel to use it and follow any operating instructions as the Supplier may give from time to time;
- (c) notify the Supplier promptly if the Equipment is discovered to be operating incorrectly;
- (d) at all reasonable times permit full and free access to the Location and to the Equipment to the Supplier, its employees, contractors and agents, and provide them with adequate and safe working space, and any telecommunications facilities as are reasonably required to enable the Supplier to perform the Maintenance Services and the Additional Services while at the Location;
- (e) provide the Supplier with any information that is reasonably requested in the performance of the Maintenance Services and the Additional Services;
- (f) take any steps reasonably necessary to ensure the safety of the Supplier's personnel when attending the Location;
- (g) not allow any person other than the Supplier to maintain, alter, modify or adjust the Equipment without the prior written approval of the Supplier;
- (h) not move the Equipment from the Location without the prior written approval of the Supplier;
- (i) store any reserve equipment only in conditions approved by the Supplier, and make this equipment available for periodic maintenance, as with all other Equipment; and
- (j) only use supplies or materials supplied or approved by the Supplier (such approval not to be unreasonably withheld or delayed).

### 7. EXCLUDED MAINTENANCE

- 7.1 The Supplier is not obliged to perform any Excluded Maintenance.

- 7.2 Where the Supplier is performing or has performed Excluded Maintenance, and the Customer shall pay, the Additional Services Fees in respect of that work.

## 8. CHARGES

8.1 The Standard Maintenance Fees and Retainer Fees shall be due and payable in full to the Supplier in accordance with the Schedule, within 30 days of receipt of an invoice from the Supplier.

8.2 Any Additional Services Fees shall be due and payable monthly, within 30 days of receipt of an invoice from the Supplier.

8.3 Any charges for spare parts recoverable in accordance with clause 6.1 shall be due within 30 days of receipt of an invoice from the Supplier.

8.4 Without prejudice to any of its other rights, if the Customer fails to make any payment when due the Supplier shall be entitled to:

(a) 8.4.1 Suspend its obligations under any contract for so long as any payment due hereunder remains outstanding; and/or

(b) 8.4.2 Charge interest on the overdue amount at the statutory rate, and otherwise in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

8.5 All Charges are exclusive of VAT or any other applicable sales tax, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

8.6 The Standard Maintenance Fees, Retainer Fees and the Additional Services Fees shall be exclusive of all expenses, other than those recoverable in accordance with clause 6.1, and the Supplier shall be responsible for all costs and expenses incurred in providing the Maintenance Services.

8.7 Any expenses or ad-hoc costs necessarily incurred by the Supplier as a result of a request by the Customer for the Supplier to visit the Customer outside of those visits incurred as a result of the performance of the Maintenance Services will be met by the Customer who will reimburse the Supplier in full within 30 days of receipt of any invoice.

8.8 The Supplier may, at any time after the first anniversary of the Commencement Date, increase the Standard Maintenance Fees and the Additional Services Rates by giving to the Customer not less than one month's written notice.

8.9 Additionally, the Customer shall be entitled to request an increase or decrease in the Maintenance Services in accordance with the Change Control Procedure in Schedule 4. A request to increase the Maintenance Services by 20% or more will incur an increase in the Standard Maintenance Fees. For the avoidance of doubt, any request for a decrease will not result in a reduction of the Standard Maintenance Fees.

## 9. WARRANTIES

9.1 The Customer represents and warrants to the Supplier for the Term that:

- (a) Schedule 3 sets out all of the Equipment;
- (b) The Equipment is in Good Working Order ;
- (c) It is the Customer's responsibility to inform the Supplier of any changes to the Equipment

9.2 The Supplier represents and warrants to the Customer that:

- (a) the Maintenance Services and the Additional Services shall be performed:

(i) by an appropriate number of suitably qualified and experienced personnel;

(ii) using all reasonable skill and care; and

(iii) in accordance with all applicable laws and regulations in force from time to time.

(b) the Supplier has the full capacity and authority and all necessary permissions, licences and consents necessary to enter into, and perform its obligations under, this agreement.

9.3 The Supplier makes no other warranties or representations regarding the Maintenance Services. Except as expressly stated in this agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including fitness for purpose and suitability) are hereby excluded to the extent permitted by law.

## 10. LIABILITY

10.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence; or
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

10.2 Subject always to clause 10.1, neither party shall be liable whether in contract, tort (including for negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, revenue, or goodwill;
- (b) loss or corruption (whether direct or indirect) of data or information; or
- (c) any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement.

10.3 Subject to Clause 10.1 the total aggregate liability of the Supplier to the Customer for any claims arising out of or in connection with these terms, the contract, the Goods and/or the Services, however arising will not exceed (a) up to a limit of £100,000 in respect of damage to tangible property of the Customer and (b) up to the total value of the contract concerned in respect of other loss or damage.

10.5 The term "however arising" when used or referred to in this Agreement shall cover all causes and actions giving rise to liability of the Supplier arising out of or in connection with these terms, each contract, the Equipment and/or Maintenance Services and Additional Services (i) whether arising by reason of any misrepresentation (whether made prior to and/or in these terms or a Contract) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; (iii) whether caused by any total or partial failure or delay in supply of the Equipment and/or Maintenance Services and Additional Services or by any defect in hardware, software or materials; and (iv)

- whether deliberate (but not with malicious intent) or otherwise, however fundamental the result.
- 10.6 In view of the exclusions and limitations of the Supplier's liability in these terms, the Supplier recommends that the Customer considers taking out its own insurance in respect of those risks for which the Supplier excludes or limits liability. Additionally, the Customer acknowledges that the price of the Equipment and/or Maintenance Services and Additional Services provided for under these terms and conditions reflects the exclusions and limitations on the Supplier's liability as set out in this Clause 10, and that the Customer had the opportunity to negotiate variations to the exclusions and limitations, upon the agreement of a higher price. Accordingly, the parties agree that such exclusions and limitations are reasonable in all the circumstances.
- 10.7 Other than in respect of Clause 10.1, neither party shall have any liability to the other in any respect unless it shall have served notice of the same on the other party within 12 months of the date on which it became aware of the circumstances giving rise to any such claim or the date when it ought reasonably to have become so aware.
- 10.8 Each provision of this Clause 10, limiting or excluding liability, operates separately and shall survive independently of the other provisions.
11. **CONFIDENTIALITY**
- 11.1 The term Confidential Information does not include any information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
  - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
  - (c) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
  - (d) was known to the receiving party before the information was disclosed to it by the disclosing party;
  - (e) the parties agree in writing is not confidential or may be disclosed; or
  - (f) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 11.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use any Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement (Permitted Purpose); or
  - (b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 11.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:
- (a) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
  - (b) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 11.
- 11.4 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 11.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this agreement, are granted to the other party, or are to be implied from this agreement.
- 11.6 The provisions of this clause 11 shall continue to apply after termination of this agreement.
12. **TERM AND TERMINATION**
- 12.1 This Agreement shall commence on the Commencement Date and shall continue for the Initial Period and shall remain in force thereafter unless or until terminated by either party upon giving not less than ninety (90) days' written notice to the other party to expire on an anniversary of the Commencement Date (but no other date) such notice not to be issued prior to the expiry of the Initial Period.
- 12.2 Either party shall be entitled to terminate this agreement forthwith by written notice to the other if the other party:
- 12.2.1 commits any material breach of this agreement that is not capable of remedy;
  - 12.2.2 commits any material breach of this agreement that is capable of remedy and fails to remedy it within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
  - 12.2.3 is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction), or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any analogous event occurs in any relevant jurisdiction.
- 12.3 The Supplier shall be entitled to terminate this agreement forthwith by written notice to the Customer if it reasonably apprehends that any of the events mentioned in clause 12.2 are about to occur in relation to the Customer.



- 12.4 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.
- 12.5 Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 12.6 On termination of this agreement for any reason, each party shall as soon as reasonably practicable return all of the other party's equipment and materials.
- 12.7 Regardless of its obligations in this clause 12, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy under clause 0, it shall notify the other party in writing of that retention, giving details of the documents or materials that it must retain. Clause 11 shall continue to apply to any retained documents and materials, subject to this clause 12.
- 12.8 Notwithstanding any Service Levels agreed, the Supplier shall have a thirty (30) day period where the Service Levels do not apply other than on a reasonable endeavours basis from the Commencement Date in order to scale up its operations to perform the Services under this agreement.
13. **FORCE MAJEURE**  
Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if that delay or failure results from events, circumstances or causes beyond its reasonable control. In these circumstances the affected party shall be entitled to a reasonable extension of the time for performing its obligations, provided that, if the period of delay or non-performance continues for 1 month, the party not affected may terminate this agreement by giving 14 days' written notice to the other party.
14. **ASSIGNMENT**  
14.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the Supplier.
- 14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
15. **WAIVER**  
No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
16. **NOTICE**  
16.1 Any notice or other communication required to be given to a party under or in connection with these terms and conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next-working-day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 16.2 Any notice or communication shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00am on the next Business Day after transmission, or otherwise at 9.00am on the second Business Day after posting.
- 16.3 This clause 16 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, writing shall not include e-mail.
17. **ENTIRE AGREEMENT**  
17.1 This agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 17.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 17.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
18. **VARIATION**  
No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
19. **NON-SOLICITATION**  
19.1 During the term of this agreement and for a period of 6 months from its termination neither party will employ, induce, entice or solicit for employment any member of the other's then current personnel.
- 19.2 In respect of any breach by the Customer of clause 19.1, the Supplier, in addition to any other remedies available in the agreement or at law, shall be entitled to recover from the Customer the costs of recruiting and training a replacement for any member of that party's personnel employed or solicited for employment.
20. **SEVERANCE**  
20.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 20.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
21. **NO PARTNERSHIP OR AGENCY**  
Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
22. **THIRD-PARTY RIGHTS**  
No person other than a party to this agreement shall have any rights to enforce any term of this agreement.
23. **DATA PROTECTION**  
23.1 Both parties warrant that they will duly observe all their obligations under the Data Protection Act 1998 which arise in connection with this Agreement, including, without limitation, maintain all necessary registrations

under the Data Protection Act 1998 appropriate to the performance of their obligations under this Agreement.

24. **GOVERNING LAW AND JURISDICTION**

24.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).